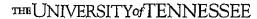
CONTRACT #4 RFS # N/A UT Tracking # 99010

University of Tennessee Health Science Center

VENDOR:
University Health Systems
(UHS)





Vice President for Administration and Finance

711 Andy Holt Tower Knoxville, TN 37996-0174 Phone: (865) 974-2243 Fax: (865) 974-1324

April 10, 2007

RECEIVED

APR 1 6 2007

FISCAL REVIEW

Mr. Jim White Executive Director Fiscal Review Committee 320 Sixth Avenue, North – 8th Floor Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract with the University Health Systems to provide patient services for the Southwest Oncology (SWOG) study.

The SWOG is one of the largest cancer clinical trials cooperative groups in the United States. Funded by grants from the National Cancer Institute, SWOG studies many adult cancer types and has approximately 120 clinical trials underway at any given time. As a member of the SWOG network, which consists of more than 5,000 physician-researchers practice at nearly 550 institutions, we are able to participate in any or all of the trials sponsored through the group. The University Health Systems (formerly the UT Hospital in Knoxville) maintains a fully staffed oncology clinical trials department with the staff and expertise to conduct clinical trials for cancer patients seen by UT faculty members. This amendment continues the patient services (followup, recordkeeping, enrollment, recruitment) for oncology patients participating in this study.

The effective dates of the current contract and subsequent amendments are April 1, 2002 through June 30, 2007. The proposed amendment extends the contract through June 30, 2008. The maximum liability, as a result of the proposed amendment, increases from \$216,000 to \$316,000.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Shannon Davis
Vice President for Administration and Finance

c: Dr. John D. Petersen Mr. Anthony Ferrara Mr. Anthony Haynes

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REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED	•	
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· ·	ee System Office Approval	
Date:		

	EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.								
1) (UT Tracking Number	99010							
2) (Campus/Institute Name: University of Tennessee Health Science Center								
-	EXISTING CONTRACT INFORMATON								
3) 5	Short Description: Patient services for the Southwest Oncology (SWOG) study								
4) F	4) Proposed Vendor : University Health Systems (UHS)								
5) C	5) Contract # 98886								
6) C	Contract Start Date :		April 1, 2002						
7) <u>C</u>	7) Current Contract End Date IF all Options to Extend the Contract are Exercised : June 30, 2008								
8) <u>C</u>	3) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised : \$216,000								
		PROPOSED AMENDMENT INFORMATON	A						
9) <u>P</u>	roposed Amendmer	nt#	5						
10) <u>F</u>	roposed Amendme	nt Effective Date:	July 1, 2007						
11) <u>P</u>	roposed Contract E	nd Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2008						
12) <u>P</u>	roposed Total Maxin	num Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$316,000						
	pproval Criteria : elect one)	X use of Non-Competitive Negotiation is in the best interest	of the state						
		only one uniquely qualified service provider able to provide	le the service						
14) D	4) Description of the Proposed Amendment Effects & Any Additional Service :								

The proposed amendment extends the time period for patient services provided as part of the clinical trial.
15) Explanation of Need for the Proposed Amendment :
To continue patient services (followup, recordkeeping, enrollment, recruitment) for oncology patients in the Southwest Oncology clinical trial.
16) Name & Address of Contractor's Current Principal Owner(s) : (not required if proposed contractor is a state education institution)
University Health Systems, Cancer Institute, 1934 Alcoa Highway, Suite 473, Knoxville, TN 37920
17) Documentation of Office for Information Resources Endorsement : N/A (required only if the subject service involves information technology)
18) Documentation of Department of Personnel Endorsement: N/A (required only if the subject service involves training for state employees)
19) Documentation of State Architect Endorsement : N/A (required only if the subject service involves construction or real property related services)
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :
The Principal Investigator for this project, Wahid Hanna MD, is a UT faculty member and has patients located at the UT Medical Center in Knoxville (UHS) as part of the university's primary clinical affiliation agreement. As part of this research collaboration, it is essential that continuity of services including patient care, medical records, and patient tracking be maintained.
21) Justification for the Proposed Non-Competitive Amendment :
UHS maintains a fully staffed oncology clinical trials department with the staff and expertise to conduct clinical trials for cancer patients seen by UT faculty members. This contract acquires the services needed to participate in the SWOG. The Principal Investigator for this project, Wahid Hanna MD, is a UT faculty member and has patients located at the UT Medical Center in Knoxville (UHS) as part of the university's primary clinical affiliation agreement. As part of this research collaboration, it is essential that continuity of services including patient care, medical records, and patient tracking be maintained.
REQUESTING AGENCY HEAD SIGNATURE & DATE: (must be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)
DEPARTMENT HEAD: DATE:
BUDGET ENTITY HEAD: DATE:
DODGET EATHER TEACH.
SYSTEM APPROVAL; DATE:

THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

University I	Health Systems	(hereinafter Contractor), which Contract was signed by the						
University on	04/02	· ·						
This Contract ar	mendment consists of this c	over page, the University's Standard Terms and Conditions and						
1	_ additional pages.							
By mutual agree	ment, the University and the	e Contractor agree to the following amendment:						
mend contract 'to e continuest Oncology clinic	extend contract period for patie al trial with Pi - Wahld Hanna, i	nt services (record keeping, follow-up, recruitment, enrolliment) for the MD and to increase amount by \$100,000.						
ew contract period 07/01/								
ew contract maximum liel	bility amount \$316,000							
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All other terms re	main unchanged.	and seements of a st — approximate transformers of the contraction of						
witness of their accepta thorized representative	ance of the terms of this agr es.	reement, the parties have had this Contract executed by their duly						
OR CONTRACTOR:		FOR UNIVERSITY:						
leve 64								
nature les R. Hawk, MPH		Department Name						
nted Name		Responsible Account (if applicable)						
Cancer Institute Cancer S	ervices							
ersity Health Systems		Administrative Signature (optional)						
iress Alcoa Highway, Suite 47	73	Administrative Printed Name						
wille, TN 37920		Authorized Official Signature Anthony A. Ferrara						
544-8767		/Vice Chancellor Author Red (New Author)						
ephone Number								
626179	•							
N or Fed. ID Number								

STANDARD TERMS AND CONDITIONS

- The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature
 page of this Contract.
- This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
- 3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
- Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
- 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
- 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
- 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - · Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- Any partners or employees of the Contractor who are also employees of the University.
- B. Any relatives of the Contractor's partners or employees who work for the University.
- C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
- 12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
- 14. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Iennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.

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The Unive	rsity Health	n Systems (form	erty the U1	Γ Hospital in Kno	xville) main	tains a fully sta	affed on	cology clinical trials	department	t with the staff and		
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recordkeeping, enrollment, recruitment) for oncology patients participating in this study.